

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, FEBRUARY 2, 2015 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	JOHN GRIFFIN	john.griffin@groveland-fl.gov
COUNCIL MEMBER	JAMES SMITH	james.smith@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	EVELYN WILSON	evelyn.wilson@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
CITY CLERK	TERESA BEGLEY	teresa.begley@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AMENDED AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Reports

- a. City Council Member Reports
- b. City Manager's Report
- c. City Attorney's Report
- d. Citizen Advisory Reports

Consent Agenda

- Approval of City Council Meeting Minutes 01-21-2015

Guest Speakers, Presentations, and Proclamations

- 1) Proclamation: South Lake Rotary Club
- 2) Police & Fire Games – *presented by Ofc. Gary Revelt*

New Business

- 3) Direction to the City Manager Authorizing an Option to Relinquish the City's Contractual Rights for the Annexation of Palisades Phase III
- 4) Preliminary Plat: Trilogy – Phase IV
- 5) Purchase of Villas at Green Gate Lift Station
- 6) Award of Bid: Sunshine Sludge Digester Replacement Project
- 7) Award of Contract: Engineering Services
- 8) Ordinance 2015-01-01: Annexation – *Duquette Property*

Announcements

Public Comments*

Adjournment

**Groveland Code of Ordinances Sec. 2-58 (f).* Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition do not give out your Social Security Number, phone number, email address or any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

City of Groveland
Minutes
City Council
Wednesday, January 21, 2015

The Groveland City Council met in a regular meeting on Wednesday, January 21, 2015 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:00pm with the following members present: Vice Mayor John Griffin, Council Members James Smith, Dina Sweatt, and Evelyn Wilson. City officials present were: City Manager Redmond D. Jones, II, City Attorney Anita Geraci-Carver, Executive Assistant Lisa Cortese and Sergeant-at-Arms Chief M. Smith Tennyson. City Clerk Teresa Begley was absent.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance lead by Council Member Sweatt followed by the invocation given by Rev. Marcus Rasberry of the Vision World Church of Winter Garden.

REPORTS

a. Council Member Reports

- **Council Member Wilson** attended the Historic Society Garden Club, and the Trilogy Veterans Group, and the Home at Last Program in Winter Garden to see the home and family who benefit from this program.
- **Council Member Smith** attended the Groveland Historic Society meeting, MLK Parade in Leesburg Florida, and Eagle Scout awards ceremony at the Mascotte Community Center for Michael McCall.
- **Council Member Sweatt** attended the Eagle Scout awards ceremony located at the Mascotte Community Center for Michael McCall, attended the Trilogy Veterans Group, and the Home at Last Program in Winter Garden. She stated that this is the sixth home built in Sanford with two more to be completed to at which then the program moves to another City. She suggested we look into this for Groveland. She also met with Mr. Jones to discuss drainage issues in Green Valley West.
- **Vice Mayor Griffin** visited the Community Garden and spoke to residents in the community regarding issues with the mustard greens..
- **Mayor Loucks** updated the Council regarding future water supply for the City of Groveland. The SLWRI was tasked with doing a future water supply for 8800 sq miles. Two Options were considered. Option 1: Centralized well field. Option 2: Distribution System. The plan will be presented to the St. Johns Water Management District. He also indicated that a Cost Share Grant was being applied for.

- b. City Manager Redmond Jones** City Manager Redmond Jones reminded citizens that his Manager's Reports are accessible online at the City's website. He updated Council regarding the SR 50 Realignment continuing to encourage residents to participate in the SR 50 Realignment Letter Writing Campaign by submitting a letter via the City's website. He will be taking these letters to Tallahassee to our legislature to express the importance of this project. Also, he met with FDOT staff in Deland, who has been very responsive regarding this project.

Mr. Jones and Staff met with representatives for the Villa City DRI and expect an application to be submitted February 6, 2015.

The Hunt Industrial Park Economic Incentive Agreement is still in process. Staff will be presenting a recommendation for sewer delivery at the February 2 City Council Meeting which will include a proposal to purchase a privately owned lift station. Mr. Jones estimated the entire Development Agreement to be completed sometime in March. Mr. Jones also indicated that there will be several steps that will require Council approval and also policy changes before the completion of the Development agreement.

A citizen's proposal to develop a Permaculture Community Garden was well received by the RAC at their last meeting. A presentation will be given to the CRA at the January 26 meeting which will include 1-3 acre site at Sampey Road, which staff has identified for this project.

The City was approached by CanAm Palisades to rescind a Covenant to Annex into the City of Groveland that was agreed to on December 4th 2008. Mr. Jones based on advice from the City Attorney has the authority to forward a letter to the developer in this case to opt out of the annexation provisions of this agreement unless there is an opposition from the Council. *The City attorney asked to address City Council. Ms. Geraci explained that the covenant to annex is not rare. If the City wanted to enforce it, that we are in a good legal position to do so. Council is not required to act on the covenant to annex. If Council doesn't want to make them annex and staff is recommending that they do not; then that is the action of the City Manager. Mayor Loucks asked Council if they wanted to take action.*

**Consensus to bring back at next cycle in the form of a request for Council action.*

The South Lake Regional Water Initiative has asked the City of Groveland to consider serving as its fiscal agent responsible for managing the payment for its oversight consultant services. The city manager asked for direction from Council to pursue this relationship with SLRWI.

**Consensus to pursue a relationship with SLRWI.*

Staff met with John Bomm representative for CM Boxcar and resolved many of the issues that were presented. They are very excited about the City Council support to supply Police for future races and are working to secure a large sponsor for next racing season.

- c. **City Attorney Report** Ms. Geraci-Carver received a notification from Teresa Begley for Ethics and Public Records Training sponsored by FLC. She reminded Council four hours of this training is required once a year. She will be attending and encourages all to attend.

Ms. Geraci-Carver and Chief Tennyson will be attending the Recertification for Petition Hearing scheduled for tomorrow. She will be updating Council when she has more information.

CONSENT AGENDA

- **Approval of City Council Meeting Minutes 01-05-2015**

Council Member Sweatt moved to approve; seconded by Council Member Smith. The motion was approved with all members present voting aye.

GUEST SPEAKERS, PRESENTATIONS AND PROCLAMATIONS

1. **Update Council on recent Multi-Agency Fire Training- Presentation by Capt. Steve Smith.**

A plaque of appreciation was presented to business owner Donnie Hunt for use of his property for training.

2. **Refinancing of the 2012A Note with Fifth Third Bank (Public Safety Property) – presentation by Larson Consulting Service**

NEW BUSINESS

3. **CRA 2014-2015 Tax Payment**

Council Member Smith moved to approve the transfer from the General Fund to the CRA Fund; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.

4. **Review of the 2013-2014 General Fund Operations**

Mrs. Walker reviewed the year-end financials; informational item only.

5. **Donation Request: South Lake Black Achievers**

Council Member Smith moved to approve a donation of \$400; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.

6. **LeadsOnline Agency Agreement**

Council Member Sweatt moved to approve; seconded by Council Member Smith. The motion was approved with all members present voting aye.

7. **City Manager Performance Evaluation and Salary Adjustment Review**

Vice Mayor Griffin moved to approve the City Manager Performance Evaluation; seconded by Council Member Smith. The motion approved with all members present voting aye.

Vice Mayor Griffin moved to approve a 3% salary increase; seconded by Council Member Smith. The motion was approved with Council Member Smith, Council Member Sweatt, Vice Mayor Griffin and Mayor Loucks. Council Member Wilson voted nay.

COUNCIL ANNOUNCEMENTS

OPEN FORUM

Adjournment

Mayor Loucks adjourned the meeting 9:25pm.

Attest:



Tim Loucks, Mayor

Teresa Begley, City Clerk

You Are Invited!



Program Highlights

Cocktail Reception from 6.30 – 7.30 pm
(Please be early to greet our Patron)

Open Bar Service

Door and Best Dress Prizes

Awards

New Paul Harris Fellows

“Dutch” Auction

Dancing until 1.00 am

Celebrate with Us!

60
1955-2015
“SERVICE Above SELF”

**The President and Members
Of the**

ROTARY CLUB OF SOUTH LAKE COUNTY

Cordially invite you to join us in Celebrating

Our 60th Anniversary at a Gala Bash

Friday, February 20, 2015 at 6.30 pm

Under the Distinguished Patronage of

Anne L. Mathews

(Immediate Past Rotary International Vice President)

A sumptuous plated 3-course dinner will be served

**In a celebratory atmosphere of
Fun, Dancing, and Entertainment.**

Come prepared to win awesome prizes.

**This is a prepaid, all-inclusive, limited seated Event
Tickets must be presented at the door.**

Donation: \$100.00 per person – Couples \$150.00

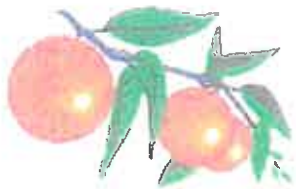
**Proceeds in the Service of Youth Development,
And the Rotary Foundation.**

Dress: Celebratory Formal. Black Ties Optional.

Venue: Gabby’s Banquet Facility in Clermont

**Ticketing arrangements through your Rotarian friend,
or email to:- caribes3459@comcast.net**

Once Among The Orange Blossoms



Clermont Rotary Club

First Directors and Club Officers 1955-56



Standing left to right: Director D M Watson, Sgt-At-Arms Bob Walker, Directors Dr. A I Davis and T F Thompson. (Bob Black not in picture). Seated left to right: Treasure E N Willis, Secretary C Welborn Daniels, President Thomas W Holmes, Vice President Glenn Middleton

In the beginning there were 23 – just three more than the required number of MEN who could be organized into a new Rotary Club. The classifications ranged widely from “Building Contractor” to “Funeral Director.” Otherwise, there was the “Orange Grower,” the “Grapefruit Grower,” the “Banker,” the “Attorney” – in all, an impressive smorgasbord of the active businesses and occupations of the day.

The Rotary Club of Winter Garden, then in their 29th year of “Service Above Self” had the pleasure of bringing into being, on January 26, 1955 the Rotary Club of Clermont. It was the year of the 50th Birthday of Rotary International – and what a celebration that was!

February 17, 1955 was declared the Official Charter Night, and over 260 Rotarians and Guests gathered to celebrate. The official club records report this as “A Big Affair, and according to the District Governor, was the best attended of any clubs in the district.” “Clermont” also had 100% attendance for the month of February. It was the only club in the district to do so, and members received high praise from District Governor Chesley F Perry.

The first twelve years were exciting, creative and community inspiring. The Clermont Rotary Club was bursting at its seams with enthusiasm, but there were constant challenges. Keeping a stable meeting venue was almost impossible. The club held dinner meetings at local restaurants and hotels. However, when the club’s meeting dates conflicted with more lucrative public events, meetings would be cancelled, often without prior warning. Rotarians opened up their homes for meetings, but that was not always a very practical alternative. The effect of all this quite naturally took a toll on the stability of membership.

With growth and changing dynamics of the area; the residents of Groveland, Mascotte and Minneola were weighing in on the opportunity to join Rotary. The Board of Directors of Rotary International was petitioned to redefine the effective boundaries, and to rename the club. Thus in 1967, with the approval of R.I., The Rotary Club of Clermont became The South Lake County Rotary Club. For the next few years the new club found a stable meeting venue at Bob’s Rainbow Restaurant, between Groveland and Mascotte.

The faces have changed many times over the past fifty

years; but the object of Rotary is germane. Today, it is not just MEN, but professional men and WOMEN meeting in fellowship worldwide, as an opportunity to serve and influence change for a better society.

The Founders and Charter Members of This Proud Club set out to improve the quality of life in the communities of Clermont, Groveland, Mascotte, and Minneola. It all began right here in a fledgling little town in the midst of the orange blossoms.

Who would have imagined that, within a relatively short time,

the narrow road tracks through miles of citrus groves, would give way to three lane highways. And, where once sprawled resplendent uniformed rows of blossoming citrus trees would "mushroom" modern family homes, into new organized townships.

Groveland, Mascotte, and Minneola are destined to evolve as new vibrant urban developments in their own rights, with their own Rotary Clubs. It is just a matter of time.

Paul P. Harris, Founder, "Rest His Blessed Soul," would be happy.

South Lake County Rotary Club
Officers and Directors 2004-05



Standing from left: PDG Roger Pierce, Sgt-At-Arms Carol Jackson, Richard Erwin
Seated from left: President Gary Clark, PP Anthony Myers, Secretary Ed Johnson
and Treasurer Jeff Sheridan

Through The Years

A Telescopic Review of 50 Years of "Service Above Self"

1959 - 60

President: William "Billy" Williams (Accounting). A Significant year for membership. Club attracts 41 members. Twenty-four Rotarians and wives attend R I Convention in Miami. (It is curiously interesting to note that during this convention Fidel Castro seized the Government of Cuba. Many Cuban businessmen returned home to find their businesses confiscated).

1960 - 61

President: Chris Christenson (Auto Sales). Club membership holds strong at 40. Change of meeting venue from Lake Highlands to the Crest Restaurant.

1961 - 62

President: Dick Kurfiss (Funeral Director). The club focuses on developing sports at the Clermont High School.

1962 - 63

President: Millard Coggsall (Honey Producer). The club promoted Student Achievement Awards between the Clermont High and the Groveland High Schools. Winners were given recognition at Rotary meetings every six weeks.

1963 - 64

President: Charles Caudill (Teacher). No records available.

1964 - 65

President: William "Bill" Mann (Business Owner). Membership is reduced significantly. The Kiwanis club comes to Clermont. The novel appeal presents a challenge in competing for new members.





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 2, 2015

AGENDA ITEM:	2015 World Police & Fire Games – presented by Ofc. Revelt
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Teresa Begley, City Clerk
DATE:	January 29, 2015

BACKGROUND:

The World Police & Fire Games, established in 1985, is one of the largest multi-sport, multi-venue events in the world. The games honor the courageous men and women who are the first to respond to those in need or when tragedy strikes. They risk their lives day in and day out to keep our loved ones and us safe. Fairfax 2015 is committed to honoring these brave heroes of public safety by hosting the World Police & Fire Games in 2015.

The World Police & Fire Games present a unique opportunity to reach the coveted First Responder market. With 2,500,000 First Responders in the United States and over 10,000,000 globally, the First Responders are a dynamic target market for partners to honor and support through their association with the games. It draws more than 12,000 athletes from police, fire and other public safety agencies representing 70 countries competing in 1,600 medal events across 61 sports. The games strive to inspire, celebrate and honor our public safety officials.

Held biennially, the World Police & Fire Games will be held in Fairfax County, Virginia, USA in 2015, Montreal, Canada in 2017 and Chengdu, China in 2019. The World Police & Fire Games are a spectacular international sporting event, offering police officers, firefighters, customs and correction officers from around the world an opportunity to showcase their athletic excellence in 'Olympic' style sporting events. Hosted by Fairfax County, Virginia the games will be held throughout the NCR from June 26 to July 5, 2015. The size and scope of the games continues to grow, with both the attendance and the number of participating countries steadily increasing. The international community eagerly bids for the rights and opportunity to hold this exciting event.

Ofc. Gary Revelt has competed in the Florida Fire & Police Games for many years representing the Groveland Police Department. He has won several medals in the swimming events he participated in. Ofc. Revelt will be traveling to Fairfax, VA to continue representing Groveland in the swimming events but at the world level. Other police & fire staff are currently reviewing the event to determine if they wish to compete as well.

"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Informational item

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



FAIRFAX • 2015
WORLD
POLICE & FIRE
GAMES

The Games of Heroes

Compete against your peers from around the world in a test of fitness and in the spirit of fun. Open to active and retired sworn law enforcement and fire service personnel, the World Police & Fire Games celebrates the athleticism and camaraderie of our worldwide First Responder community.

You don't need to be an Olympian to compete – you only need the spirit and the passion to take on the world in your chosen sport.

**MEET THE WORLD.
BEAT THE WORLD.**

For more information on registration, sports, venues and all things Games related, please visit:

FAIRFAX2015.COM
REGISTER TODAY.



**MEET.
COMPETE.**
JUNE 26 – JULY 5, 2015

HONOR



FAIRFAX 2015

THE OFFICIAL ENTRY BOOK

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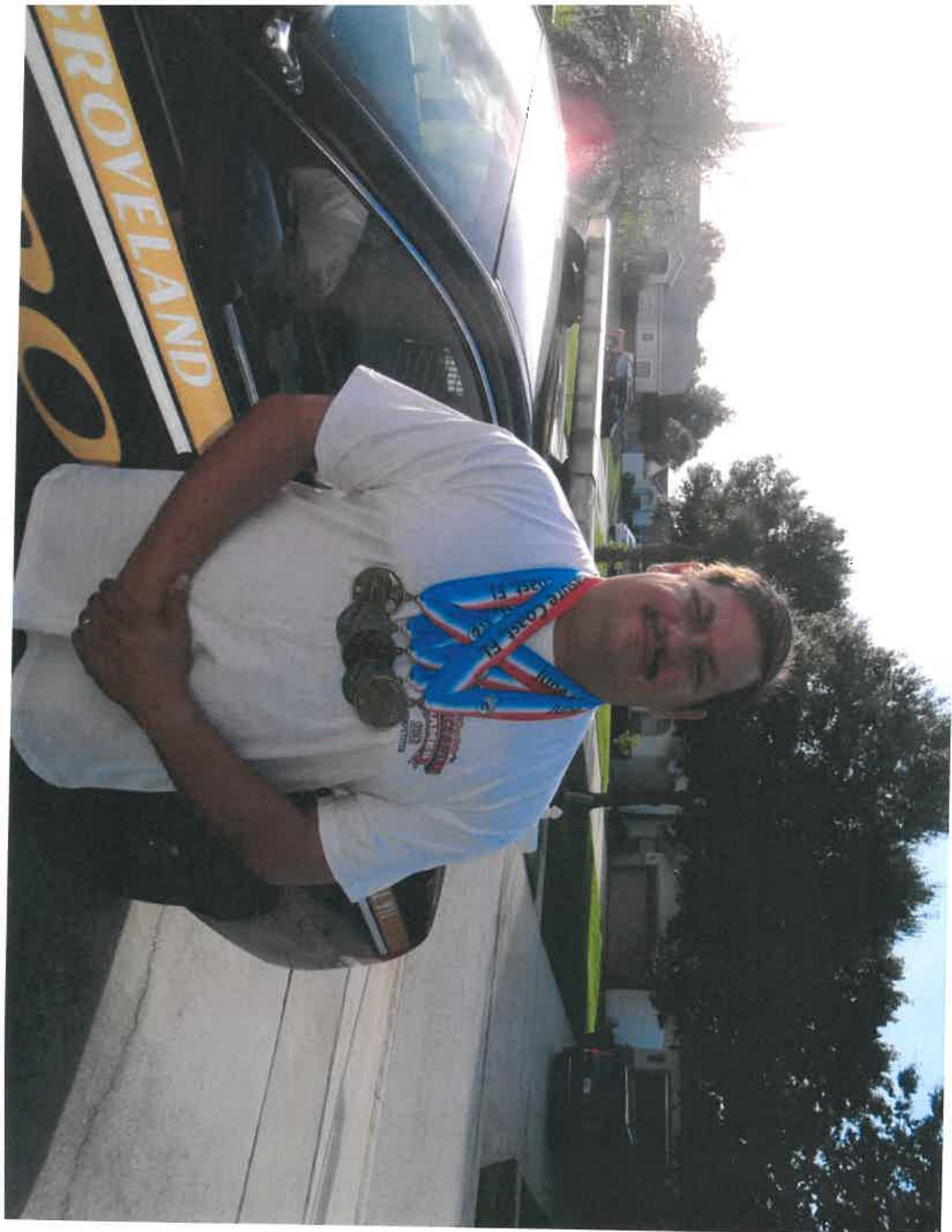
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The Games of Heroes







REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: January 29, 2015

AGENDA ITEM:	Direction to the City Manager Authorizing an Option to Relinquish the City's Contractual Rights for the Annexation of Palisades Phase III
CITY GOAL:	Develop, Maintain and Rebuild Safe, Clean, Diverse, Healthy, Neighborhoods, Including Partnering with the School District.
PREPARED BY:	Redmond Jones
DATE:	February 2, 2015
BACKGROUND:	<p>Palisades Phase III - The City was approached by CanAm Palisades to rescind a Covenant to Annex into the City of Groveland that was agreed to December 4, 2008. Although, the City is confident with its rights to exercise its covenant to annex; CanAm Palisades, Ltd., gave the City of Groveland the following rationale for rescinding the covenant to annex.</p> <ul style="list-style-type: none">• Groveland should supply potable water to Palisades Phase III; same as it supplies potable water for Palisades Phases I and II; and thereby not create an inconsistency in the cost of service in the same subdivision.• Despite CanAm Palisades would seek legal actions and legal proceedings that would cost time, money, and impede development.• Groveland's requirements would require Palisades Phase III to install and use the City's sewer system as a condition of providing potable water. Therefore requiring smaller lots and more expensive homes, this would not coordinate with Phase I or Phase II. <p>Based on advice of the City Attorney the City Council is asked to authorize the City Manager to forward a letter to the developer notifying the developer of City's action to opt out of the annexation provisions of the covenant.</p>
STAFF RECOMMENDATION:	Allow for the provisions of the covenant to opt-out of the City's right to annex.
REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

"The city with a future, watch us grow!"



CITY OF

GROVELAND

ESTABLISHED 1922

"The city with a future, watch us grow!"

CITY OF GROVELAND
156 S. LAKE AVENUE
GROVELAND, FL 34736

PHONE 352-429-2141
FAX 352-429-3852

Lawrence Lubin
The Metrontario Group
Suite 601, One Yorkdale Road
Toronto, Ontario, Canada M6A 3A1

Re: Annexation of Phase 3 - Palisades

Dear Mr. Lubin:

Thank you for forwarding your interest in rescinding the Covenant to Annex into the City of Groveland. Although the City of Groveland firmly disagrees with any assertion that the December 4, 2008, CanAm Palisades, Ltd., Covenant to Annex is anything other than a legally enforceable document that ultimately gives the City of Groveland sole determination to allow or disallow the aforementioned covenant; the Groveland City Council has authorized the City Manager to allow CanAm Palisades, Ltd. to void any obligation to annex into the City of Groveland.

This letter is intended to inform CanAm Palisades of the aforementioned disposition in this matter. Please accept this correspondence as a letter of commitment. Should you require any additional information, please contact me at (352) 429-2141 ext. 250 or Redmond.jones@groveland-fl.gov.

Respectfully Submitted,

Redmond Jones II
City Manager
City of Groveland



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 2, 2015

AGENDA ITEM:	Preliminary Plat – Trilogy Phase IV
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CITY GOAL:	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
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PREPARED BY:	Ryan Berger, Community Development Director
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DATE:	January 26, 2015
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BACKGROUND: The Property consists of 35.58 acres and is currently zoned PUD.

The Property has a Future Land Use designation of Mixed Use. The property owner seeks preliminary plat approval. The preliminary plat provides for the following:

- 78 single family houses
- Minimum lot size is none. Minimum lot width is 30 feet.
- Setbacks which are consistent with the zoning and are as follows:
 - Front 20 feet
 - Side Between 0 and 5 depending on lot width
 - Side Corner 10 feet
 - Rear 10 feet

STAFF RECOMMENDATION: Motion to Approval

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

CASCADES OF GROVELAND - PHASE 4-1 A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST CITY OF GROVELAND, LAKE COUNTY, FLORIDA

PLAT BOOK: PAGE:

LEGEND AND ABBREVIATIONS:

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4	SECTION
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6	1/2 SECTION
7	3/4 SECTION
8	SECTION
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99	3/4 SECTION
100	SECTION



GRAPHIC SCALE: 1" = 100'

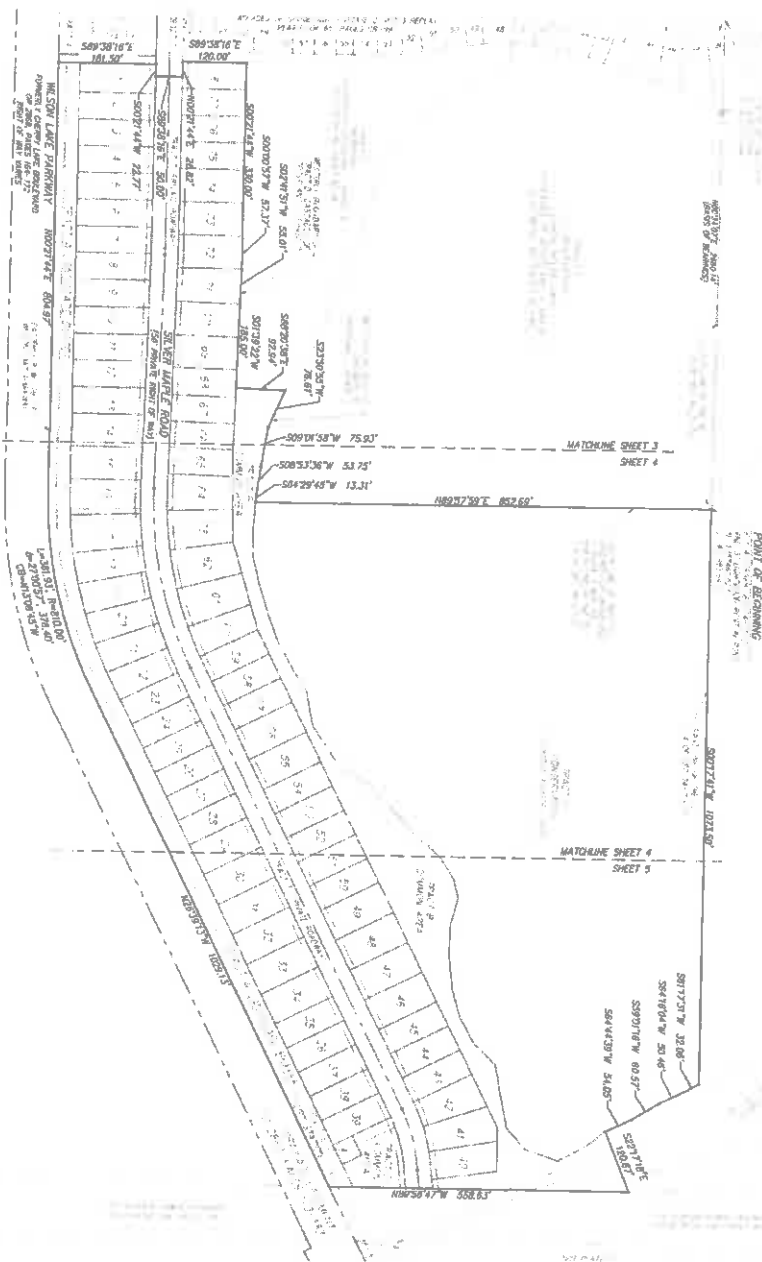


Dewberry

LAND DEVELOPMENT
 ENGINEERING
 PLANNING
 SURVEYING
 ENVIRONMENTAL
 SCIENCE

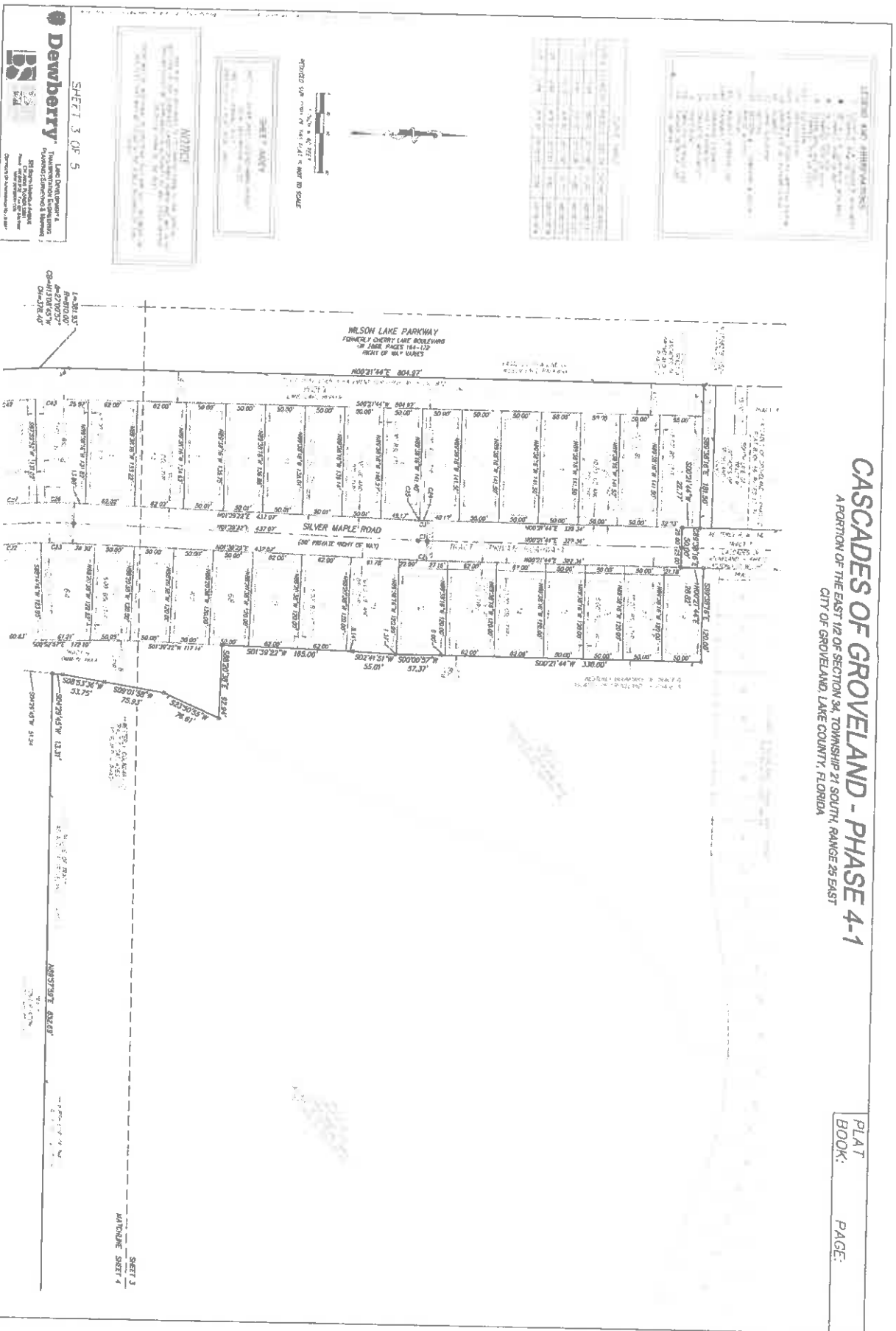
525 SOUTH HAVEN AVENUE
 SUITE 200
 GAITHERSBURG, MD 20878
 (301) 251-1000
 WWW.DEBERRY.COM

SHEET 2 OF 5



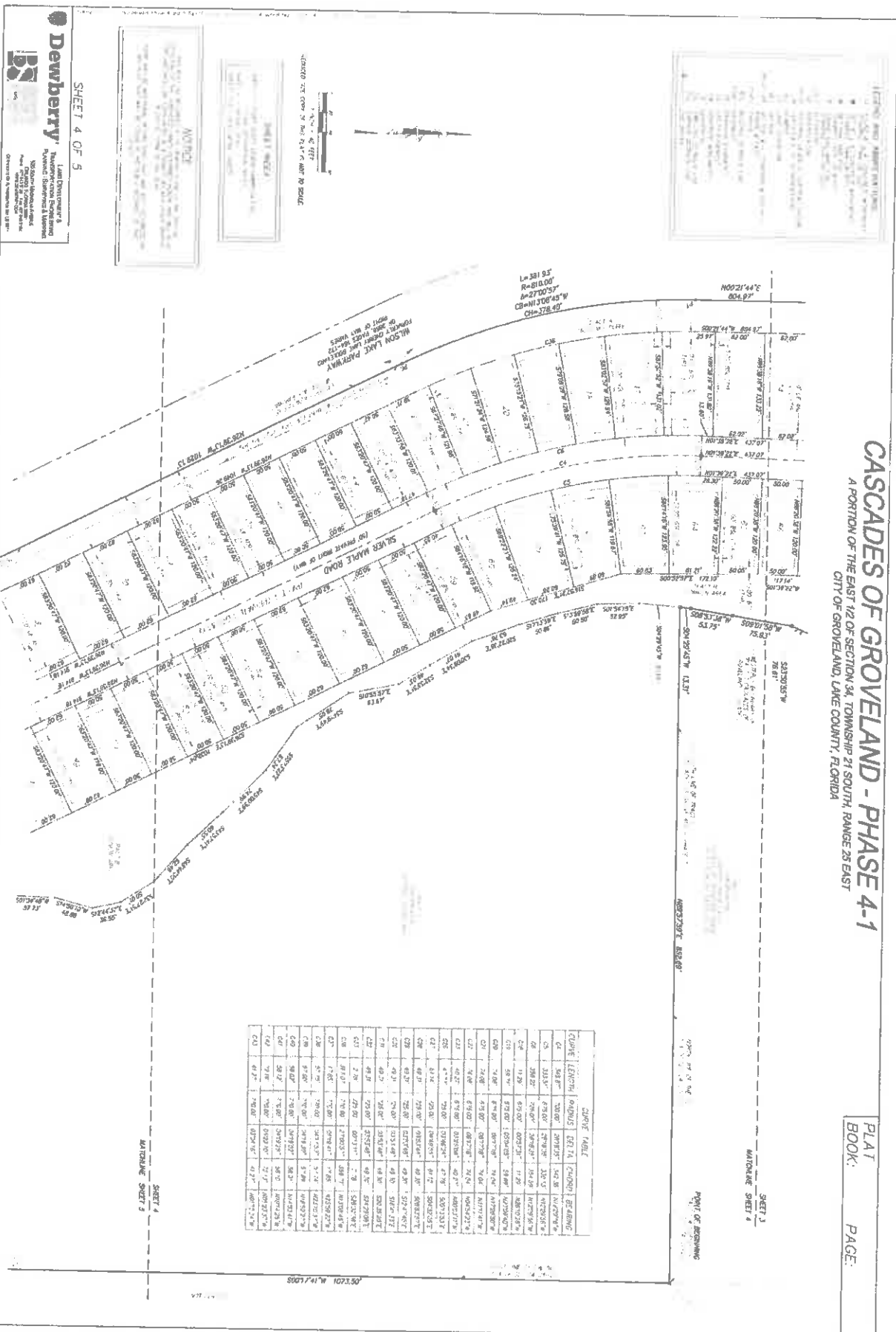
CASCADES OF GROVELAND - PHASE 4-1 A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST CITY OF GROVELAND, LAKE COUNTY, FLORIDA

PLAT BOOK: PAGE:



CASCADES OF GROVELAND - PHASE 4-1 A PORTION OF THE EAST 1/2 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST CITY OF GROVELAND, LAKE COUNTY, FLORIDA

PLAT BOOK: PAGE:



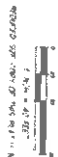
CURVE	LENGTH	BEARINGS	BEARINGS
C1	50.87'	207°15'	42.58' N167°29'45"W
C2	33.55'	279°02'	235.52' N167°29'45"W
C3	338.32'	279°02'	338.32' N167°29'45"W
C4	11.29'	69°02'	11.29' N167°29'45"W
C5	58.74'	155°04'00"	58.74' N167°29'45"W
C6	74.00'	89°10'00"	74.00' N167°29'45"W
C7	24.00'	89°10'00"	24.00' N167°29'45"W
C8	54.00'	89°10'00"	54.00' N167°29'45"W
C9	54.00'	89°10'00"	54.00' N167°29'45"W
C10	54.00'	89°10'00"	54.00' N167°29'45"W
C11	54.00'	89°10'00"	54.00' N167°29'45"W
C12	54.00'	89°10'00"	54.00' N167°29'45"W
C13	54.00'	89°10'00"	54.00' N167°29'45"W
C14	54.00'	89°10'00"	54.00' N167°29'45"W
C15	54.00'	89°10'00"	54.00' N167°29'45"W
C16	54.00'	89°10'00"	54.00' N167°29'45"W
C17	54.00'	89°10'00"	54.00' N167°29'45"W
C18	54.00'	89°10'00"	54.00' N167°29'45"W
C19	54.00'	89°10'00"	54.00' N167°29'45"W
C20	54.00'	89°10'00"	54.00' N167°29'45"W
C21	54.00'	89°10'00"	54.00' N167°29'45"W
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C59	54.00'	89°10'00"	54.00' N167°29'45"W
C60	54.00'	89°10'00"	54.00' N167°29'45"W
C61	54.00'	89°10'00"	54.00' N167°29'45"W
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C63	54.00'	89°10'00"	54.00' N167°29'45"W
C64	54.00'	89°10'00"	54.00' N167°29'45"W
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C94	54.00'	89°10'00"	54.00' N167°29'45"W
C95	54.00'	89°10'00"	54.00' N167°29'45"W
C96	54.00'	89°10'00"	54.00' N167°29'45"W
C97	54.00'	89°10'00"	54.00' N167°29'45"W
C98	54.00'	89°10'00"	54.00' N167°29'45"W
C99	54.00'	89°10'00"	54.00' N167°29'45"W
C100	54.00'	89°10'00"	54.00' N167°29'45"W

EAST 1/2 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 25 EAST
CITY OF GROVELAND, LAKE COUNTY, FLORIDA

PAGE: _____

LEGEND AND ABBREVIATIONS

1. NAME : JOHN J. BARRY
 2. DATE OF BIRTH : 10/15/1925
 3. PLACE OF BIRTH : NEW YORK, NEW YORK
 4. EDUCATION : BA AND MS
 5. PRESENT ADDRESS : 1000 10th St. N.W.
WASHINGTON, D.C.
 6. RELIGION : ROMAN CATHOLIC
 7. EMPLOYMENT : AMERICAN OVERSIGHT SERVICE, NATIONAL
CIVIL SERVICE ADMINISTRATION
WASHINGTON, D.C.
 8. REMARKS : RECEIVED 10/15/50
RECORDED 10/15/50
INDEXED 10/15/50
 9. OTHER : RECEIVED 10/15/50
RECORDED 10/15/50
INDEXED 10/15/50
 10. REMARKS : RECEIVED 10/15/50
RECORDED 10/15/50
INDEXED 10/15/50

[illegible]

TRIPS QU SON : 1 20 504 50 100 100 100 100

NOTICE

SHEET 5 OF 5

Dewberry

LEAD ENGINEER &
MANUFACTURING ENGINEER
PLANT, SUPERVISOR & MANAGER



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 2, 2015

AGENDA ITEM:	Purchase of Villas at Green Gate Lift Station
---------------------	--

CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
-------------------	--

PREPARED BY:	James Huish
---------------------	-------------

DATE:	January 16, 2015
--------------	------------------

BACKGROUND:

The Villas at Green gate lift station is privately owned. It serves the Villas and Phase II of the Hunt Industrial complex. In order to provide sanitary sewer service to Phase III of the Hunt Industrial complex, the City has been negotiating with the owner of the Villas at Green gate to purchase the private lift station. The lift station is valued at \$153,006.44 and would be a valuable asset to the City. The lift station has capacity to serve the build out of the Villas, the Hunt Industrial Phase III project and future connections such as the adjacent church property. The negotiated purchase price of the lift station is \$40,848.44 and can be funded through the Sewer Department capital improvements fund. Please see the attached invoice.

STAFF RECOMMENDATION: Approve purchasing the Villas at Green gate lift station.
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

THE VILLAS AT GREEN GATE, LLC28114 COUNTY ROAD 561
TAVARES, FL 32778
USA

Voice: 352-742-0902

Fax: 352-742-0702

INVOICE

Invoice Number: 152

Invoice Date: Jan 9, 2015

Page: 1

Duplicate

Bill To:CITY OF GROVELAND
156 S. LAKE AVE
GROVELAND, FL 34736**Ship to:**CITY OF GROVELAND
156 S. LAKE AVE
GROVELAND, FL 34736

Customer ID	Customer PO	Payment Terms	
CITY OF GROVELAND	REDMOND JONES	NET DUE	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	BEST WAY		2/8/15

Quantity	Item	Description	Unit Price	Amount
1.00		TRANSFER OF OWNERSHIP OF LIFT STATION LOCATED AT THE VILLAS AT GREEN GATE, GROVELAND, FL PLEASE CONTACT SCOTT BROCKIE AT 352-267-6235 WHEN CHECK IS READY FOR PICK-UP	40,848.44	40,848.44
Subtotal				40,848.44
Sales Tax				
Total Invoice Amount				40,848.44
Payment/Credit Applied				
TOTAL				40,848.44

Check/Credit Memo No:



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 2, 2015

AGENDA ITEM:	Award of Bid: Sunshine Sludge Digester Replacement Project
---------------------	---

CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including Partnering with the School District.
-------------------	--

PREPARED BY:	James Huish, Public Services Director
---------------------	---------------------------------------

DATE:	January 16, 2015
--------------	------------------

BACKGROUND:

The Sunshine Sludge Digester Replacement Project was originally submitted for bid in October 2014, at which time the lowest bid was \$424,777. The two original bids were rejected through Council approval in November 2014. The project was submitted for re-bid in December 2014. On January 15, 2015, the City's Public Services Department received eight bids for the Sunshine Sludge Digester Replacement Project. The lowest competitive bid was submitted by Sawcross, Inc. of Jacksonville, Florida at \$352,800.

Sawcross, Inc. has submitted documentation of several projects similar in nature to the digester replacement project and is considered fully qualified to complete this project. The engineer's cost estimate for this project was \$250,000, which was placed in the Sewer Department's 2015 capital projects budget. An additional \$102,800 will be required from the capital projects fund to complete the project. In the event this recommendation is approved staff believes this expense could be covered by savings in the fiscal year. In the case it is not a budget amendment may be required in August/September. The Public Services Department requests Council approval of the contract with Sawcross, Inc. for the Sunshine Digester Replacement Project.

STAFF RECOMMENDATION:	Approve the contract with Sawcross, Inc. in the amount of \$352,800.
------------------------------	--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

James Huish

From: Smith, Scott [Scott.Smith@tetrattech.com]
Sent: Wednesday, January 21, 2015 10:00 AM
To: James Huish
Cc: Hayse, Susan; Fox, Jon
Subject: Recommendation of Award - Sunshine Digester
Attachments: Rec of Award - Groveland Digester final.pdf; Groveland Bid Tabulation final.pdf

Hello James,

Attached is our award recommendation letter and a bid tabulation for the Sunshine Digester project.

Please contact me if there are any questions and when you are ready to have the preconstruction meeting. The PM for Sawcross Inc. will be Kevin Dequisto at 904-751-7500.

Thanks,
Scott

R. Scott Smith, P.E. | Engineer
Direct Line: 407.480.3961 | Main: 407.839.3955 | Fax: 407.839.3970
scott.smith@tetrattech.com

Tetra Tech | Engineering & Architecture Services
201 East Pine Street | Suite 1000 | Orlando, FL 32801 | www.tetrattech.com

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Digester Docs

SECTION 00500

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 200____, by and between the CITY OF CITY OF GROVELAND, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called the OWNER, and Sawcross, Inc. hereinafter called CONTRACTOR;

WITNESSETH:

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - SCOPE OF WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

SUNSHINE WRF DIGESTER REPLACEMENT

BID NO. 2014-11-03

The Work consists of furnishing, delivery, and installing all materials, equipment, incidentals, and services, including labor which generally includes, but is not limited to the demolition of the existing steel 327,000 gallon digester tank and construction of a new 327,000 gallon cast-in-place concrete digester tank as shown on the Drawings and as specified in the Project Manual.

ARTICLE II - ENGINEER

The Project has been designed by Tetra Tech, Inc., whose address is 201 East Pine Street, Suite 1000, Orlando, Florida 32801, hereinafter referred to as ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME

3.1 The Work will be substantially completed within 150 days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 days after the date when the Contract Time commences to run.

3.2 Damages for Delay. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

3.2.1 Uniqueness of the Work. The OWNER and the CONTRACTOR expressly acknowledge the unique characteristics of the Work, which cause time to be of the essence in this contract.

3.2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** in this Agreement and that Owner will suffer financial loss if the work is not substantially complete in the time specified in Paragraph 3.1 above. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$100.00 (One Hundred Dollars) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete, and that the liquidated damages set forth herein bear a reasonable relationship to the estimated actual damages that the OWNER would suffer.

ARTICLE IV - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices as presented in the Bid Form, which is incorporated herein and made a part hereof by this reference.

4.2 The parties expressly agree that the Contract Price is a stipulated sum, except with regard to those items in the Bid which are subject to unit prices.

ARTICLE V - PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S monthly Applications for Payment, as approved by the ENGINEER, which shall be submitted by the CONTRACTOR on or before the 10th day after the end of each calendar month for which payment is requested.

5.3 Progress payments prior to Substantial Completion will be made in the following manner:

5.3.1 Prior to Substantial Completion, progress payments shall be ninety percent (90%) of the value of Work complete and ninety percent (90%) of the value of materials and equipment not incorporated into the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.3.2 Upon Substantial Completion of the Work, OWNER shall pay an amount sufficient to increase total payments to the CONTRACTOR to ninety-five percent (95%) of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.04 of the General Conditions.

5.4 Final Payment. Upon final completion of the Work in accordance with the Contract Documents, OWNER shall pay CONTRACTOR an amount sufficient to increase total payments to ninety-eight percent (98%) of the Contract Price. However, not less than two percent (2%) of the Contract Price shall be retained until Record Drawings, specifications, addenda, modifications and shop drawings, including all manufacturers instructional and parts manuals are delivered to and accepted by the ENGINEER.

ARTICLE VI - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has visited the work site and familiarized himself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications, and which have been identified in the General and Supplementary Conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

ARTICLE VII - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the OWNER and CONTRACTOR are attached to this Agreement, are made a part hereof and consist of the following:

- 7.1 This Agreement (Section 00500) (pages 1 to 5, inclusive).
- 7.2 Exhibits to this Agreement (sheets __ to __, inclusive). N/A
- 7.3 Performance Bond, Payment Bond and Certificates of Insurance.
- 7.4 Notice of Award and Notice to Proceed.
- 7.5 General Conditions (Section 00700) as amended by the Supplementary Conditions.
- 7.6 Supplementary Conditions (Section 00800).
- 7.7 Project Manual bearing the general title: "CITY OF GROVELAND SUNSHINE WRF DIGESTER REPLACEMENT" and consisting of Divisions 0 through 16 as listed in the table of contents.

7.8 Drawings bearing the following general title: "CITY OF GROVELAND SUNSHINE WRF DIGESTER REPLACEMENT", and consisting of the sheets as listed in the Drawings Index.

7.9 Addenda Numbers __ through __, inclusive.

7.10 Bid Form (Section 00300) (Pages 1 to __, inclusive).

7.11 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.

7.12 Advertisement for Bids, Instructions to Bidders, Bid Bond, Noncollusion Affidavit, General Requirements, Field Orders and State of Florida Contract Provisions.

There are no Contract Documents other than those listed above in this Article VII. The Contract Documents may only be altered, amended, or repealed in accordance with Article 3 of the General Conditions as modified in the Supplementary Conditions.

ARTICLE VIII - MISCELLANEOUS

8.1 No assignment by the parties hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns or legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

ARTICLE IX - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level. Venue for any litigation arising out of this agreement shall be in Orange County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2014.

OWNER: CITY OF GROVELAND, FLORIDA

By: _____

ATTEST: _____

CLERK OF THE COURT

APPROVED AS TO FORM AND CORRECTNESS: _____

CITY ATTORNEY

CONTRACTOR: _____

By: _____

Title: _____

(CORPORATE SEAL)

ATTEST: _____

SECRETARY

AGENT FOR SERVICE OF PROCESS:

Name: _____

Address: _____

END OF SECTION

OPINION OF CITY OF GROVELAND ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the Laws of the State of Florida, that the execution of the Construction Contract and said Performance and Payment Bonds is in due proper form, that the representatives of the respective Contracting Parties have full power and authority to execute such Construction Contract and Performance and Payment Bonds on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for the CITY OF GROVELAND

This the _____ day of _____, 20 _____.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

ADC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects

1 The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference

2 If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1

3 If there is no OWNER Default, the Surety's obligation under this Bond shall arise after.

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default, and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1. and

3.3 The OWNER has agreed to pay the Balance of the Contract Price to

3.3.1 The Surety in accordance with the terms of the Contract,

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract

4 When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract, or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER, or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor

5 If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER

6 After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To the extent of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for

6.1 The responsibilities of the CONTRACTOR for correction of defect Work and completion of the Contract;

6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. The right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work located and shall be instituted within two years after CONTRACTOR Default within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction the suit shall be applicable

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed and delivered to the address shown on the signature page

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond

12 Definitions

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payment made to or on behalf of the CONTRACTOR under the Contract

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract

12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR.

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed

6.2. Pay or arrange for payment of any undisputed amounts

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the

CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others if obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payment to, give notices on behalf of, or otherwise have obligations to Claimants under the Bond.

10. The Surety hereby waives notice of any change, including changes of time, the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) which the last labor or service was performed by anyone or the last materials equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed delivered to the addresses shown on the signature page. Actual receipt of notice by the Surety, the OWNER or the CONTRACTOR, however accomplished, shall constitute sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Change Orders, Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Notice to Proceed

Dated _____

Project	Owner	Owner's Contract No.
Contract		Engineer's Project No.
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

_____	_____
_____	Owner
_____	Given by
_____	Authorized Signature
_____	Title
_____	Date

Copy to Engineer

Notice of Award

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is _____ Dollars (\$_____).

(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer



TETRA TECH

January 20, 2015

Mr. James Huish
Utility Superintendent
City of Groveland
156 S. Lake Ave.
Groveland, FL 34736

**Subject: City of Groveland
Sunshine Digester Replacement
Recommendation of Award**

Tt # 200-08526-14002

Dear Mr. Huish:

We have reviewed the eight (8) bids received for the above-referenced project submitted to the City of Groveland on January 15, 2015. The bid prices received have been entered into the bid tabulation attached hereto. Sawcross Inc. was the Apparent Low Bidder with a Total Base Bid of \$352,800.00 with Vogel Bros. and TLC Diversified being the second and third lowest bidders at \$362,000.00 and \$391,777.00, respectively.

The City reserves the right to accept either or both additive alternate items A and B and to consider these items in determining the lowest bid. The bid prices submitted by Sawcross Inc. for items A and B are \$9,200.00 and \$6,700.00, respectively. If including either or both additive alternate items A and B, the total bid amount by Sawcross Inc. remains the lowest received.

The bid package submitted by Sawcross Inc. is complete, does not appear to be conditional or qualified, and conforms to the requirements of the contract documents. The Sawcross Inc. bid proposal included the required documents and optional information. Review of the bid proposal from Sawcross Inc. results in a finding that their bid is responsive.

References provided by Sawcross include a mixture of utility water and wastewater type work including biosolid projects. Upon review and discussions with references, Sawcross Inc. completed all the projects to the satisfaction of each Owner and they were not behind or responsible for being behind completion schedule on those projects. The consensus of the references is they consider Sawcross Inc. to be a preferred contractor and would consider award of projects to them in the future, which has led to the finding that Sawcross Inc. is a responsible bidder.

Based on the evaluation, our recommendation is that the project be awarded to Sawcross Inc. in the amount of \$352,800.00. If the City elects to accept either or both additive alternate items A and B, the price will be an additional \$9,200.00 and \$6,700.00, respectively.

If you have any questions or comments, please do not hesitate to call.

Very truly yours,

Tetra Tech

Jon D. Fox, P.E.
Vice President

Tetra Tech, Inc.

261 E. Pava Street Suite 1000, Orlando, FL 32801
Tel: 407.839.3555 Fax: 407.839.3790 www.tetratech.com



Approved for Release

Answer: I agree my understanding of time differs from yours as I feel time



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 2, 2015

AGENDA ITEM:	Continuing Services Agreements
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CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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PREPARED BY:	James Huish
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DATE:	January 23, 2015
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BACKGROUND: The City Council authorized contract negotiations with three engineering consulting firms on January 5, 2015. The Public Services Department has been in contact with the firms, AMEC, CPH and BESH, and received signed contracts with fee schedules attached. Each of these firms has the expertise to design and manage projects for the City.

STAFF RECOMMENDATION: Approve Continuing Services Agreements with AMEC, CPH and BESH.
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

CONTINUING SERVICES AGREEMENT

This Agreement is made and entered into on this ___ day of ___ January ___, 2015, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 S. Lake Avenue, Groveland, Florida 34736, and **CPH Corporation, Inc.**, (hereinafter referred to as "CONSULTANT"), located at 1117 East Robinson Street, Orlando, Florida 32801.

PREMISES

WHEREAS, the CITY issued a Request for Qualifications pursuant to F.S. 287.055 to contract with an engineering firm under a continuing contract as defined therein;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY in various engineering projects/assignments upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the laws of the State of Florida.

WHEREAS, CONSULTANT recognizes CITY will contract with more than more engineering firm under the terms of a continuing contract, and CONSULTANT does not object.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES

A. The following services will be provided on an as-needed basis:

- Review of construction plans, site plans, plats, and other documents submitted to the City seeking development approvals.

The CITY and CONSULTANT agree that tasks outlined in paragraph 1.A. above do not require specific work orders or approvals. Such work may be authorized by verbal direction of the City Manager or her/his designee, or through phone, mail or email communication from the City Manager or her/his designee. It is agreed by the CITY and CONSULTANT that the services outlined below will be compensated in accordance with CONSULTANT'S fee scheduled as Exhibit A.

- B. Upon request by the CITY, CONSULTANT will provide services such as, but not limited to the following, which shall meet the following criteria (1) projects in which the estimated construction cost of each individual project does not exceed \$2 million; or (2) study activities of which the fee for each individual study shall not exceed \$200,000.
- Regularly scheduled on-site monitoring of infrastructure construction (roads, utilities, stormwater, etc.)
 - Preparation of application for Revolving Loan Programs.
 - Specific and/or detailed engineering guidance including but not limited to Master Planning for Water, Wastewater, Reclaimed Water, Transportation, Recreation, Stormwater.
 - Preparation of Project Design Drawings and Contract Documents and Construction Administration related to Capital Improvement Projects for Road, Water, Wastewater, Reclaimed Water, and Stormwater Projects.
 - Preparation of hydraulic modeling studies for water, wastewater and reclaimed water systems.
 - Preparation of subdivision plans for properties owned by the CITY.
 - Creation of specific purpose maps and drawings using CAD and GIS technologies.
 - Preparation of studies to support establishment or updating of Impact Fees.
 - Such other Engineering services as may be required and requested by CITY.
- C. Upon request for services outlined in paragraph 1.B above, CONSULTANT shall provide the CITY with specific PROPOSAL containing a SCOPE of WORK and PROJECT FEE.
- D. Upon approval by the CITY, the SCOPE of WORK and PROJECT FEE will be specifically set out and incorporated into a Work Order to be issued under and become a part of this Agreement.
- E. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the CITY.
- F. CONSULTANT is fully responsible under the terms of this Agreement for professional quality relating to engineering services furnished to CITY by CONSULTANT.

2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION

- A. The services outlined in paragraph 1.A. above will be performed on an as-needed basis, and will commence on and be completed by dates as agreed upon by the CITY and CONSULTANT in each instance.
- B. Such services as described in paragraph 1.B. above will be rendered by CONSULTANT on a negotiated fee basis and shall be commenced upon receipt of the CITY's written Notice to Proceed with written Work Order to be issued hereunder, and shall be

completed within the time specified therein. In the event CONSULTANT is unable to complete the services within the time specified because of delays resulting from untimely review and approval by the CITY, the CITY shall grant a reasonable extension of time for completion of Work upon timely written request for same which shall be given by CONSULTANT to the CITY.

- C. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any work product submitted by CONSULTANT which might delay the project's scheduled completion date, the CITY shall grant to CONSULTANT, in writing, an extension of the Contract time.

3. COMPENSATION AND METHOD OF PAYMENT

- A. CONSULTANT shall calculate invoices for work performed under paragraph 1.A. above, and PROJECT FEES proposed under paragraph 1.B. above, on the hourly rates outlined in CONSULTANT's fee schedule as Exhibit A.
- B. CONSULTANT's fee schedule may only be adjusted one time annually and then only at the beginning of each calendar year with the consent of the CITY which consent may be withheld in its sole discretion.
- C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month relating to Work authorized according to paragraph 1.A. above, or as authorized by a Work Order.
- D. Upon satisfactory completion of the Work or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.
- E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT within thirty (30) days of receipt of the monthly invoice, unless CITY objects in writing to CONSULTANT.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under a particular Work Order or this Agreement. Such changes and method of compensation must be agreed upon in writing by written Change Order to the Work Order or this Agreement prior to any deviation from the terms of the Work Order or the Agreement, including the initiation of any extra Work. Such changes, shall not bind the CITY unless executed with the same formality as the respective Work Order or this Agreement. Written Change Orders shall be in form and content acceptable to the CITY.

5. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with the services outlined in 1A, or other services that may be assigned by Work Order. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

- A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.
- B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

David E. Mahler, P.E., Principal in Charge
1117 East Robinson Street
Orlando, Florida 32801

7. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for two (2) years from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for one additional two (2) year term. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT'S fee schedule. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

In the event the Term expires and is not renewed, or is terminated as provided in Paragraph 8 below, if CONSULTANT has not completed a task pursuant to paragraph 1.B, then the terms of this Agreement will be in effect through the date of completion of the task if CITY requests CONSULTANT in writing to complete said task.

If CONSULTANT has prepared plans, drawings, etc. which have been completed but will be utilized at some time in the future for construction, CONSULTANT agrees CITY may

utilized such plans, drawings, etc. at no additional cost to CITY, CONSULTANT will sign, seal and certify such plans, drawings, etc. to CITY at no additional cost, and will enter into a written agreement similar to the terms set forth herein for CONSULTANT to perform additional tasks as needed relating to such plans, drawings, etc.

8. TERMINATION

- A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.
- B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.
- C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

9. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless, and defend the CITY, its agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of our resulting from the performance of services required under this Agreement, provided that same is caused by the error, omission, negligent act, or misconduct of CONSULTANT, its agents, servants, employees, or subconsultants. In accordance with Florida Statutes, Section 725.06/725.08, adequate consideration has been provided to CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of CONSULTANT or their agents or subconsultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for CONSULTANT or its agents or subconsultants, under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

10. INSURANCE

- A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a \$2,000,000 combined single limit for each occurrence, and Professional Liability

insurance in an amount no less than \$1,000,000 as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured. Renewal certificates shall be provided to CITY within 30 days of renewal.

- B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.
- C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.
- D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT.

12. REUSE OF DOCUMENTS

- A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.
- B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held professional responsible for any such reuse.
- C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

13. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

Redmond Jones, City Manager
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

If to CONSULTANT:

David E. Mahler, P.E.
1117 East Robinson Street
Orlando, Florida 32801

14. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

15. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

16. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

17. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

18. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

19. INDEPENDENT CONTRACTOR

It is hereby mutually agreed that CONSULTANT is and shall remain an independent contractor and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. NON-EXCLUSIVITY

CONSULTANT agrees that CONSULTANT does not have exclusivity as the CITY'S consulting engineer. CITY may enter into a continuing contract with another engineering firm to provide engineering services to the CITY including those services outlined above in paragraph 1. Scope of Services.

23. PUBLIC RECORDS

CONSULTANT understands and agrees that all documents (as defined in F.S. 119) of any kind provided to or prepared by CONSULTANT in connection with this Agreement are public records and shall be treated as such in accordance with the City's Records Retention

Policy and Florida law. CONSULTANT agrees CITY shall have access to such documents and CONSULTANT agrees to provide CITY all such documents to comply with Florida's public record laws.

24. DRAFTING PARTY. This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

CITY OF GROVELAND

Print Name:

Tim Loucks, Mayor

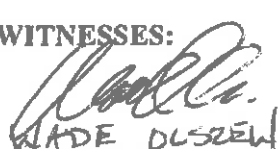
Print Name:

Dated:

ATTEST


Teresa Begley, City Clerk

WITNESSES:



WADE DUSZEWSKI

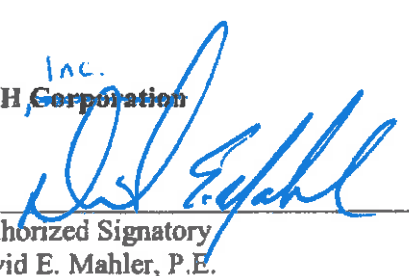
Print Name:



STEVE ROMANO

Print Name:

^{Inc.}
CPH Corporation



Authorized Signatory
David E. Mahler, P.E.
Principal in Charge

Dated:

1-13-15

Exhibit A

Rates & Reimbursables

CPH Standard Rates	
Category	Rate
Principal	\$160
Sr. Project Manager	\$150
Project Manager	\$140
Professional Engineer	\$130
Sr. Project Engineer	\$125
Project Engineer	\$115
Project Designer	\$110
Principal Traffic Engineer	\$150
Sr. Traffic Engineer	\$135
Traffic Engineer	\$115
Traffic Analyst	\$105
Principal Environmental Scientist	\$150
Senior Environmental Scientist	\$125
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$150
Sr. Planner	\$130
Planner	\$100
Principal Architect	\$150
Sr. Architect	\$140
Senior Architectural Manager	\$125
Architect	\$120
Architectural Designer	\$105
Architectural Coordinator	\$85
Senior Structural Engineer	\$150
Principal MEP Engineer	\$150
MEP Project Designer	\$110
MEP Design Technician	\$95
Principal Landscape Architect	\$150
Sr. Landscape Architect	\$125
Landscape Architect	\$105
Sr. Landscape Designer	\$100
Landscape Designer	\$85

CPH Standard Rates	
Category	Rate
Project Coordinator	\$90
Sr. Design Technician	\$105
Design Technician	\$95
Sr. CADD Technician	\$85
CADD Technician	\$75
Administrative	\$75
Clerical II	\$60
Clerical I	\$40
Senior Graphic Designer	\$125
Graphic Designer	\$75
Sr. Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$100
Construction Field Personnel I	\$80
Principal Surveyor	\$145
Sr. Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$100
Field Crew Coordinator	\$95
Survey Party Chief	\$75
Survey Instrument Man	\$65
Surveying Sr CADD Tech	\$90
Surveying CADD Tech	\$75
Survey Crew (2 Man)	\$135
Survey Crew (Construction Staking - 2 Man)	\$160
Survey Crew (3 Man)	\$155
GPS (1 Man) / Robotics	\$130
GPS (2 Man)	\$185
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)

8.5 x 11	\$0.05 Each
8.5 x 14	\$0.10 Each
11 x 17	\$0.20 Each

Copies (Color)

8.5 x 11	\$0.60 Each
8.5 x 14	\$0.75 Each
11 x 17	\$0.85 Each

Mylars

24 x 36	\$9.00 Each
32 x 42	\$13.00 Each

Plots (B&W)

11 X 17	\$ 0.21 Each
12 X 18	\$ 0.24 Each
15 X 21	\$ 0.35 Each
24 X 22	\$ 0.83 Each
24 X 36	\$ 0.96 Each
30 X 42	\$ 1.42 Each
36 X 48	\$ 1.92 Each

Plots (Color/Bond)

24 x 36	\$24.00 Each
30 x 42	\$35.00 Each
36 x 48	\$48.00 Each

Mileage

At Current IRS Rates

Phone

At Cost

Postage

At Cost

Outside Reimbursables

At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: January 5, 2015





CERTIFICATE OF LIABILITY INSURANCE

CPHEN-1

OP ID: KJ

DATE (MM/DD/YYYY)

01/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jackson, Collinsworth &
Johnson Insurance Agency, LLC.
2208 Hillcrest Street
Orlando, FL 32803
Mark E. Jackson

CONTACT NAME: Kristin McIntosh
PHONE (A/C, No, Ext): 321-445-1117 **FAX (A/C, No):** 321-445-1076
E-MAIL ADDRESS: certs@icj-insurance.com

INSURED CPH, Inc.
CPH Engineers, Inc.
500 West Fulton Street
Sanford, FL 32771

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: Valley Forge Insurance Company	20508
INSURER C: Transportation Insurance	20494
INSURER D: RLI Insurance Company	13056
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	C5099618199	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	C5099618204	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	C5099618218	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	PSW0002907	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab Claims-Made Form		RDP0014009	04/01/2014	04/01/2015	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER

GROV156

City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

CONTINUING SERVICES AGREEMENT

This Agreement is made and entered into on this ____ day of __January____, 2015, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 S. Lake Avenue, Groveland, Florida 34736, and AMEC Environment and Infrastructure, Inc., (hereinafter referred to as "CONSULTANT"), located at 2000 E. Edgewood Drive, Suite 215, Lakeland, Florida 33803.

PREMISES

WHEREAS, the CITY issued a Request for Qualifications pursuant to F.S. 287.055 to contract with an engineering firm under a continuing contract as defined therein;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY in various engineering projects/assignments upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the laws of the State of Florida.

WHEREAS, CONSULTANT recognizes CITY will contract with more than more engineering firm under the terms of a continuing contract, and CONSULTANT does not object.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES

A. The following services will be provided on an as-needed basis:

- Review of construction plans, site plans, plats, and other documents submitted to the City seeking development approvals.

The CITY and CONSULTANT agree that tasks outlined in paragraph 1.A. above do not require specific work orders or approvals. Such work may be authorized by verbal direction of the City Manager or her/his designee, or through phone, mail or email communication from the City Manager or her/his designee. It is agreed by the CITY and CONSULTANT that the services outlined below will be compensated in accordance with CONSULTANT'S fee scheduled as Exhibit A.

- B. Upon request by the CITY, CONSULTANT will provide services such as, but not limited to the following, which shall meet the following criteria (1) projects in which the estimated construction cost of each individual project does not exceed \$2 million; or (2) study activities of which the fee for each individual study shall not exceed \$200,000.
- Regularly scheduled on-site monitoring of infrastructure construction (roads, utilities, stormwater, etc.)
 - Preparation of application for Revolving Loan Programs.
 - Specific and/or detailed engineering guidance including but not limited to Master Planning for Water, Wastewater, Reclaimed Water, Transportation, Recreation, Stormwater.
 - Preparation of Project Design Drawings and Contract Documents and Construction Administration related to Capital Improvement Projects for Road, Water, Wastewater, Reclaimed Water, and Stormwater Projects.
 - Preparation of hydraulic modeling studies for water, wastewater and reclaimed water systems.
 - Preparation of subdivision plans for properties owned by the CITY.
 - Creation of specific purpose maps and drawings using CAD and GIS technologies.
 - Preparation of studies to support establishment or updating of Impact Fees.
 - Such other Engineering services as may be required and requested by CITY.
- C. Upon request for services outlined in paragraph 1.B above, CONSULTANT shall provide the CITY with specific PROPOSAL containing a SCOPE of WORK and PROJECT FEE.
- D. Upon approval by the CITY, the SCOPE of WORK and PROJECT FEE will be specifically set out and incorporated into a Work Order to be issued under and become a part of this Agreement.
- E. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the CITY.
- F. CONSULTANT is fully responsible under the terms of this Agreement for professional quality relating to engineering services furnished to CITY by CONSULTANT.

2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION

- A. The services outlined in paragraph 1.A. above will be performed on an as-needed basis, and will commence on and be completed by dates as agreed upon by the CITY and CONSULTANT in each instance.
- B. Such services as described in paragraph 1.B. above will be rendered by CONSULTANT on a negotiated fee basis and shall be commenced upon receipt of the CITY's written Notice to Proceed with written Work Order to be issued hereunder, and shall be

completed within the time specified therein. In the event CONSULTANT is unable to complete the services within the time specified because of delays resulting from untimely review and approval by the CITY, the CITY shall grant a reasonable extension of time for completion of Work upon timely written request for same which shall be given by CONSULTANT to the CITY.

- C. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any work product submitted by CONSULTANT which might delay the project's scheduled completion date, the CITY shall grant to CONSULTANT, in writing, an extension of the Contract time.

3. COMPENSATION AND METHOD OF PAYMENT

- A. CONSULTANT shall calculate invoices for work performed under paragraph 1.A. above, and PROJECT FEES proposed under paragraph 1.B. above, on the hourly rates outlined in CONSULTANT's fee schedule as Exhibit A.
- B. CONSULTANT's fee schedule may only be adjusted one time annually and then only at the beginning of each calendar year with the consent of the CITY which consent may be withheld in its sole discretion.
- C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month relating to Work authorized according to paragraph 1.A. above, or as authorized by a Work Order.
- D. Upon satisfactory completion of the Work or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.
- E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT within thirty (30) days of receipt of the monthly invoice, unless CITY objects in writing to CONSULTANT.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under a particular Work Order or this Agreement. Such changes and method of compensation must be agreed upon in writing by written Change Order to the Work Order or this Agreement prior to any deviation from the terms of the Work Order or the Agreement, including the initiation of any extra Work. Such changes, shall not bind the CITY unless executed with the same formality as the respective Work Order or this Agreement. Written Change Orders shall be in form and content acceptable to the CITY.

5. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with the services outlined in 1A, or other services that may be assigned by Work Order. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

- A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.
- B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Michael Phelps, P.E., Principal in Charge
2000 E. Edgewood Drive, Suite 215
Lakeland, Florida 33803

7. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for two (2) years from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for one additional two (2) year term. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT'S fee schedule. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

In the event the Term expires and is not renewed, or is terminated as provided in Paragraph 8 below, if CONSULTANT has not completed a task pursuant to paragraph 1.B, then the terms of this Agreement will be in effect through the date of completion of the task if CITY requests CONSULTANT in writing to complete said task.

If CONSULTANT has prepared plans, drawings, etc. which have been completed but will be utilized at some time in the future for construction, CONSULTANT agrees CITY may

utilized such plans, drawings, etc. at no additional cost to CITY, CONSULTANT will sign, seal and certify such plans, drawings, etc. to CITY at no additional cost, and will enter into a written agreement similar to the terms set forth herein for CONSULTANT to perform additional tasks as needed relating to such plans, drawings, etc.

8. TERMINATION

- A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.
- B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.
- C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

9. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless, and defend the CITY, its agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Agreement, provided that same is caused by the error, omission, negligent act, or misconduct of CONSULTANT, its agents, servants, employees, or subconsultants. In accordance with Florida Statutes, Section 725.06/725.08, adequate consideration has been provided to CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of CONSULTANT or their agents or subconsultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for CONSULTANT or its agents or subconsultants, under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

10. INSURANCE

- A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a \$2,000,000 combined single limit for each occurrence, and Professional Liability

insurance in an amount no less than \$1,000,000 as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured. Renewal certificates shall be provided to CITY within 30 days of renewal.

- B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.
- C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.
- D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT.

12. REUSE OF DOCUMENTS

- A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.
- B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held professional responsible for any such reuse.
- C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

13. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

Redmond Jones, City Manager
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

If to CONSULTANT:

Michael Phelps, P.E.
2000 E. Edgewood Drive, Suite 215
Lakeland, Florida 33803

14. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

15. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

16. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

17. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

18. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

19. INDEPENDENT CONTRACTOR

It is hereby mutually agreed that CONSULTANT is and shall remain an independent contractor and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. NON-EXCLUSIVITY

CONSULTANT agrees that CONSULTANT does not have exclusivity as the CITY'S consulting engineer. CITY may enter into a continuing contract with another engineering firm to provide engineering services to the CITY including those services outlined above in paragraph 1. Scope of Services.

23. PUBLIC RECORDS

CONSULTANT understands and agrees that all documents (as defined in F.S. 119) of any kind provided to or prepared by CONSULTANT in connection with this Agreement are

public records and shall be treated as such in accordance with the City's Records Retention Policy and Florida law. CONSULTANT agrees CITY shall have access to such documents and CONSULTANT agrees to provide CITY all such documents to comply with Florida's public record laws.

24. DRAFTING PARTY. This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

CITY OF GROVELAND

Print Name:

Tim Loucks, Mayor

Dated:

Print Name:

ATTEST

Teresa Begley, City Clerk

WITNESSES:

AMEC Environment and Infrastructure, Inc .

Print Name:

Authorized Signatory

Michael Phelps, P.E.

Principal in Charge

Dated: 1-13-15

Print Name:

Jeffrey D. Pedersen

Exhibit A

FEE SCHEDULE

Rates Effective through 12/31/15



FEE SCHEDULE FOR PROFESSIONAL SERVICES

	<u>Hourly Rate</u>
<u>Engineers, Geologists, Scientists, and Technical Specialists</u>	
Senior Associate (Principal)	\$160
Associate	\$155
Senior 2/Project Manager	\$152
Senior 1/Project Manager	\$132
Engineer/Scientist Professional 3	\$120
Engineer/Scientist Professional 2	\$108
Engineer/Scientist Professional 1	\$94
<u>Technical Support</u>	
Technician 6	\$105
Technician 5	\$90
Technician 4	\$80
Technician 3	\$65
Technician 2	\$58
Technician 1	\$48
<u>Administrative</u>	
Administrative Staff 3 through 5	\$60
Administrative Staff 1 and 2	\$53
<u>Survey Crews</u>	
Survey Crew (4 Person)	\$200
Survey Crew (3 Person)	\$160
Survey Crew (2 Person)	\$120
<u>Expenses</u>	
Reproduction / Plotting – Black & White	
24" X 36"	\$1.50
30" X 42"	\$2.25
Reproduction / Plotting – Color	
8 1/2" x 11"	\$1.00
11 X 17	\$4.00
24 X 36	\$6.00
30 X 42	\$6.00
Travel Expenses	In accordance with Chapter 112.061, F.S.
Subcontractors and Additional Reimbursable Expenses	10%



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
Morristown NJ Office
44 Whippany Road, Suite 220
Morristown NJ 07960 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL
ADDRESS:

INSURED
Amec Foster Wheeler Environment
& Infrastructure, Inc.
2000 East Edgewood Drive, Suite 215
Lakeland, FL 33803 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Co	16535
INSURER B: ACE American Insurance Company	22667
INSURER C: ACE Property & Casualty Insurance Co.	20699
INSURER D: American Zurich Ins Co	40142
INSURER E:	
INSURER F:	

Holder Identifier :

Certificate No : 570056649967

COVERAGES

CERTIFICATE NUMBER: 570056649967

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADOL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		HDOG24554818	05/01/2014	05/01/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPIOP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$1000 <input checked="" type="checkbox"/> Coll. Ded. \$1000		BAP9483148-03	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		XOOG27238671	05/01/2014	05/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC350486613 All States WC386713307 MA & WI	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project No. 600380, Continuing Services Agreement (MSA).
City of Groveland is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, and Umbrella policies.

CERTIFICATE HOLDER

CANCELLATION

City of Groveland
Attn: James Huish
156 S. Lake Avenue
Groveland, FL 34736 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.



INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

[illegible]

CONTINUING SERVICES AGREEMENT

This Agreement is made and entered into on this ____ day of __January____, 2015, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 S. Lake Avenue, Groveland, Florida 34736, and Booth, Ern, Straughan & Hiott, Inc. (BESH) , (hereinafter referred to as "CONSULTANT"), located at 902 N. Sinclair Avenue, Tavares, Florida 32778.

PREMISES

WHEREAS, the CITY issued a Request for Qualifications pursuant to F.S. 287.055 to contract with an engineering firm under a continuing contract as defined therein;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY in various engineering projects/assignments upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the laws of the State of Florida.

WHEREAS, CONSULTANT recognizes CITY will contract with more than more engineering firm under the terms of a continuing contract, and CONSULTANT does not object.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES

A. The following services will be provided on an as-needed basis:

- Review of construction plans, site plans, plats, and other documents submitted to the City seeking development approvals.

The CITY and CONSULTANT agree that tasks outlined in paragraph 1.A. above do not require specific work orders or approvals. Such work may be authorized by verbal direction of the City Manager or her/his designee, or through phone, mail or email communication from the City Manager or her/his designee. It is agreed by the CITY and CONSULTANT that the services outlined below will be compensated in accordance with CONSULTANT'S fee scheduled as Exhibit A.

- B. Upon request by the CITY, CONSULTANT will provide services such as, but not limited to the following, which shall meet the following criteria (1) projects in which the estimated construction cost of each individual project does not exceed \$2 million; or (2) study activities of which the fee for each individual study shall not exceed \$200,000.
- Regularly scheduled on-site monitoring of infrastructure construction (roads, utilities, stormwater, etc.)
 - Preparation of application for Revolving Loan Programs.
 - Specific and/or detailed engineering guidance including but not limited to Master Planning for Water, Wastewater, Reclaimed Water, Transportation, Recreation, Stormwater.
 - Preparation of Project Design Drawings and Contract Documents and Construction Administration related to Capital Improvement Projects for Road, Water, Wastewater, Reclaimed Water, and Stormwater Projects.
 - Preparation of hydraulic modeling studies for water, wastewater and reclaimed water systems.
 - Preparation of subdivision plans for properties owned by the CITY.
 - Creation of specific purpose maps and drawings using CAD and GIS technologies.
 - Preparation of studies to support establishment or updating of Impact Fees.
 - Such other Engineering services as may be required and requested by CITY.
- C. Upon request for services outlined in paragraph 1.B above, CONSULTANT shall provide the CITY with specific PROPOSAL containing a SCOPE of WORK and PROJECT FEE.
- D. Upon approval by the CITY, the SCOPE of WORK and PROJECT FEE will be specifically set out and incorporated into a Work Order to be issued under and become a part of this Agreement.
- E. CONSULTANT agrees to perform the functions of their office in a timely, competent and professional manner. CONSULTANT shall maintain an adequate and competent staff of professionals for the purpose of rendering services hereunder, without additional costs to the CITY.
- F. CONSULTANT is fully responsible under the terms of this Agreement for professional quality relating to engineering services furnished to CITY by CONSULTANT.
- 2. AUTHORIZATION FOR SERVICES AND TIME FOR COMPLETION**
- A. The services outlined in paragraph 1.A. above will be performed on an as-needed basis, and will commence on and be completed by dates as agreed upon by the CITY and CONSULTANT in each instance.
- B. Such services as described in paragraph 1.B. above will be rendered by CONSULTANT on a negotiated fee basis and shall be commenced upon receipt of the CITY's written Notice to Proceed with written Work Order to be issued hereunder, and shall be

completed within the time specified therein. In the event CONSULTANT is unable to complete the services within the time specified because of delays resulting from untimely review and approval by the CITY, the CITY shall grant a reasonable extension of time for completion of Work upon timely written request for same which shall be given by CONSULTANT to the CITY.

- C. In the event there are delays on the part of the CITY or regulatory agencies as to the approval of any work product submitted by CONSULTANT which might delay the project's scheduled completion date, the CITY shall grant to CONSULTANT, in writing, an extension of the Contract time.

3. COMPENSATION AND METHOD OF PAYMENT

- A. CONSULTANT shall calculate invoices for work performed under paragraph 1.A. above, and PROJECT FEES proposed under paragraph 1.B. above, on the hourly rates outlined in CONSULTANT's fee schedule as Exhibit A.
- B. CONSULTANT's fee schedule may only be adjusted one time annually and then only at the beginning of each calendar year with the consent of the CITY which consent may be withheld in its sole discretion.
- C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month relating to Work authorized according to paragraph 1.A. above, or as authorized by a Work Order.
- D. Upon satisfactory completion of the Work or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.
- E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT within thirty (30) days of receipt of the monthly invoice, unless CITY objects in writing to CONSULTANT.

4. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under a particular Work Order or this Agreement. Such changes and method of compensation must be agreed upon in writing by written Change Order to the Work Order or this Agreement prior to any deviation from the terms of the Work Order or the Agreement, including the initiation of any extra Work. Such changes, shall not bind the CITY unless executed with the same formality as the respective Work Order or this Agreement. Written Change Orders shall be in form and content acceptable to the CITY

5. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with the services outlined in 1 A, or other services that may be assigned by Work Order. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

- A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.
- B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Robert A. Ern, Jr., P.E.
902 N. Sinclair Avenue
Tavares, Florida 32778

7. TERM OF THE AGREEMENT

The initial term of this Agreement shall be for two (2) years from the date first written above. Prior to the expiration of the initial term, the CITY and CONSULTANT may elect to renew the contract for one additional two (2) year term. Any such additional term(s) are subject to mutually agreed upon changes (if any) to this Agreement and CONSULTANT'S fee schedule. CONSULTANT shall perform all services authorized during any renewal period in accordance with the terms and conditions herein or as changed and mutually agreed upon.

In the event the Term expires and is not renewed, or is terminated as provided in Paragraph 8 below, if CONSULTANT has not completed a task pursuant to paragraph 1.B, then the terms of this Agreement will be in effect through the date of completion of the task if CITY requests CONSULTANT in writing to complete said task.

If CONSULTANT has prepared plans, drawings, etc. which have been completed but will be utilized at some time in the future for construction, CONSULTANT agrees CITY may

utilized such plans, drawings, etc. at no additional cost to CITY, CONSULTANT will sign, seal and certify such plans, drawings, etc. to CITY at no additional cost, and will enter into a written agreement similar to the terms set forth herein for CONSULTANT to perform additional tasks as needed relating to such plans, drawings, etc.

8. TERMINATION

- A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.
- B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.
- C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

9. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless, and defend the CITY, its agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of our resulting from the performance of services required under this Agreement, provided that same is caused by the error, omission, negligent act, or misconduct of CONSULTANT, its agents, servants, employees, or subconsultants. In accordance with Florida Statutes, Section 725.06/725.08, adequate consideration has been provided to CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of CONSULTANT or their agents or subconsultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for CONSULTANT or its agents or subconsultants, under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

10. INSURANCE

- A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance. Employer's Liability insurance, Comprehensive General Liability insurance with a \$2,000,000 combined single limit for each occurrence, and Professional Liability

insurance in an amount no less than \$1,000,000 as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured. Renewal certificates shall be provided to CITY within 30 days of renewal.

- B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.
- C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.
- D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT.

12. REUSE OF DOCUMENTS

- A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.
- B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held professional responsible for any such reuse.
- C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

13. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to CITY:

Redmond Jones, City Manager
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

If to CONSULTANT:

Robert A. Ern, Jr., P.E.
902 N. Sinclair Avenue
Tavares, Florida 32778

14. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

15. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

16. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

17. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

18. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

19. INDEPENDENT CONTRACTOR

It is hereby mutually agreed that CONSULTANT is and shall remain an independent contractor and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. NON-EXCLUSIVITY

CONSULTANT agrees that CONSULTANT does not have exclusivity as the CITY'S consulting engineer. CITY may enter into a continuing contract with another engineering firm to provide engineering services to the CITY including those services outlined above in paragraph 1. Scope of Services.

23. PUBLIC RECORDS

CONSULTANT understands and agrees that all documents (as defined in F.S. 119) of any kind provided to or prepared by CONSULTANT in connection with this Agreement are public records and shall be treated as such in accordance with the City's Records Retention

Policy and Florida law. CONSULTANT agrees CITY shall have access to such documents and CONSULTANT agrees to provide CITY all such documents to comply with Florida's public record laws.

24. DRAFTING PARTY. This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

CITY OF GROVELAND

Print Name:

Tim Loucks, Mayor

Print Name:

Dated: _____

ATTEST

Teresa Begley, City Clerk

WITNESSES:

Booth, Ern, Straughan & Hiott, Inc.

Amy D. Malone
Print Name:

[Signature]
Authorized Signatory
Robert A. Ern, Jr., P.E.
Project Manager

[Signature]
Print Name:

Dated: 1-16-15

Besh

EXHIBIT "A"
HOURLY RATE SCHEDULE
(2015)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....	\$1.25
24 x 36.....	\$2.50

Color Copies

11 x 17.....	\$2.00
24 x 36.....	\$6.00

Black & White Copies

8 ½ x 11.....	\$0.10
8 ½ x 14.....	\$0.15
11 x 17.....	\$0.20

Color Copies

8 ½ x 11.....	\$1.20
8 ½ x 14.....	\$1.45
11 x 17.....	\$1.70

Other Printing Services

24 x 36 Vellum.....	\$9.00
24 x 36 Mylar.....	\$12.00
24 x 36 Photo Paper, Color.....	\$36.00
24 x 36 Foam Board.....	\$20.00

Other Services

Fax.....	\$1.00/Copy
Postage (Fed-Ex, Certified Mail, Etc)....	@ cost
Concrete Monuments.....	\$10.00
Rebar.....	\$2.00
Mileage (T/M Projects Only).....	\$0.59



CERTIFICATE OF LIABILITY INSURANCE

BOOTERN-01 SUECARLSON

DATE (MM/DD/YYYY)
1/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merrill Insurance Florida 1209 N. Donnelly Street Mount Dora, FL 32757	CONTACT NAME: Sue Carlson	
	PHONE (A/C, No, Ext): (352) 383-4147 FAX (A/C, No): (352) 383-8764	
	E-MAIL ADDRESS: sue@merrillinsurance.com	
INSURED Booth, Ern, Straughan & Hiott, Inc. 902 N. Sinclair Ave Tavares, FL 32778	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Addison Insurance Company	10324
	INSURER B: Foremost Insurance Group	11800
	INSURER C: Landmark American Insurance Co	33138
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractual		60350641	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60350641	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		60350641	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WC003043389	08/01/2014	08/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		LHR746443	08/01/2014	08/01/2015	Professional Liab 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Groveland is added as additional insured as respects to general liability. Waiver of Subrogation applies in favor of certificate holder for general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Groveland
156 S Lake Avenue
Groveland, FL 34736

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 2, 2015

AGENDA ITEM:	Ordinance 2015-01-01: Annexation – Duquette Property
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CITY GOAL:	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
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PREPARED BY:	Ryan Berger, Community Development Director
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DATE:	January 26, 2015
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BACKGROUND: The annexation of 1.33 acres. Currently there is a duplex and 2 single family houses located on the property. After annexation the applicant has requested a comprehensive plan amendment for a future land use designation of Medium Density Residential and a rezoning from Lake County Rural to R-3. These requests will be heard at the next LPA and City Council meetings. The combination of all of these actions would allow the applicant to subdivide the lot and build a new house.

STAFF RECOMMENDATION: Motion to Approve
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

Record and return to:
Trudy Lovejoy
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

ORDINANCE 2015-01-01

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044 AND SECTION 171.204, *FLORIDA STATUTES (2013)*; ANNEXING 1.33 +/- ACRES OF REAL PROPERTY NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF GROVELAND; PROVIDING FOR FINDINGS; PROVIDING A LEGAL DESCRIPTION AND A MAP; DIRECTING THE CITY MANAGER TO RECORD CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL WITH THE CLERK OF THE CIRCUIT COURT, THE COUNTY MANAGER OF LAKE COUNTY, AND THE SECRETARY OF THE STATE OF FLORIDA; PROVIDING FOR CONFLICTS AND SEVERABILITY; SETTING AN EFFECTIVE DATE.

WHEREAS, James Duquette, a property owner in an unincorporated area of Lake County, has petitioned the City Council, Groveland, Florida, to annex property into the City of Groveland, and

WHEREAS, the property, as hereafter defined, has become eligible for annexation with the approval of the Interlocal Service Boundary Agreement dated February 15th 2013 entered into by and between the City of Groveland, City of Clermont, City of Mascotte, Town of Howey-In-The-Hills, City of Minneola, City of Leesburg and Lake County (the "Interlocal Agreement"), and

WHEREAS, the City Council has determined that the area proposed for annexation meets the requirements of §171.204; and

WHEREAS, this Ordinance has been advertised as required by law with a copy of said notice sent via certified mail to the Board of County Commissioners of Lake County as provided for by statute; and

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Code of Ordinances, and the ISBA have been followed and satisfied; and

NOW THEREFORE, be it ordained, by the City Council of the City of Groveland, Florida, as follows:

Section 1: Legislative Findings. The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

Section 2: Annexation. The corporate limits of the City of Groveland, Florida, are hereby extended and increased so as to include and embrace within the corporate limits of the City of Groveland, the real property described as Alternate Key Number 2836644, Parcel ID Number 02-22-25-000300001900, consisting of 1.33 acres, more particularly described as follows:

Legal Description:

The South 220 feet of the East $\frac{1}{4}$ of the South $\frac{1}{2}$ of Government Lot 6, in Section 2, Township 22 South, Range 25 East, Lake County, Florida, LESS road Right-of-Way.

(the "Property").

The Property is hereby annexed and declared to be a part of the City of Groveland. The Property is depicted in the map attached hereto as **Exhibit A**.

Section 3: Applicability and Effect. Upon this Ordinance becoming effective, the property annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Groveland, and shall be entitled to the same privileges and benefits as other parts of the City of Groveland upon the effective date of the annexation.

Section 4: Directions. In accordance with Section 171.044(3), *Florida Statutes* (2013) within seven (7) days of the adoption of this Ordinance, certified copies of this shall be provided to the Clerk of the Circuit Court (Recording), and the Secretary of State of the State of Florida. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area.

Section 5: Conflicts. All ordinances and parts of ordinances to the extent in conflict with this Ordinance are hereby repealed.

Section 6: Severability. If any provision or portion of this ordinance is declared by any court competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 7: Effective Date. This ordinance shall become effective immediately upon passage by the City Council of the City of Groveland in accordance with law.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2015.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

TERESA BEGLEY
City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading _____
Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
James Smith		
Dina Sweatt		
Evelyn Wilson		

EXHIBIT "A"

